

From: Stuart Stock
To: Microsoft ATR
Date: 1/23/02 10:27am
Subject: Microsoft Settlement

I am a Computer Security engineer with 8 years of experience in various computing fields. I would like to comment on the Proposed Final Judgement (PFJ) Section III "Prohibited Conduct" Paragraph E regarding the licensing of "Communications Protocols".

This paragraph's intention appears to counter the practices of "embrace and extend" in which Microsoft perverts an industry standard protocol by adding proprietary and undisclosed extensions.

The settlement terms are too vague and too lenient. Specifically:

"Microsoft shall make available for use by third parties, for the sole purpose of interoperating with a Windows Operating System Product...any Communications Protocol that is...used to interoperate natively (i.e., without the addition of software code to the client operating system product) with a Microsoft server operating system product. "

This language allows Microsoft to hold back key protocols from initial product distribution and then provide them as "Service Packs", updates, or new products bypassing the intent of the above paragraph.

More disturbing is the separations of "client" and "server" made in the above language. Not all protocols have a client and server paradigm, yet they remain important. Peer-to-Peer protocols are an excellent example of a fundamental protocol not covered by the above PFJ language.

My proposed revision to Section III.E is:

"Starting nine months after the submission of this proposed Final Judgment to the Court, Microsoft shall make available for use by third parties, for the sole purpose of interoperating with a Windows Operating System Product, on reasonable and non-discriminatory terms (consistent with Section III.I), all Communications Protocols utilized to transmit data to or from a Microsoft product.

Email is certified Virus Free.
Checked by Inflex anti-virus system
McAfee Linux Engine Version: 4.1.40
Virus Data: v4174 Date: 12/03/2001

